

Appl. No. 09/663,891  
Amdt. dated November 20, 2006  
Request for continued examination following final Office action of August 23, 2006

## REMARKS

This amendment accompanies the filing of a REQUEST FOR CONTINUED EXAMINATION following the final Office Action mailed on August 23, 2006. The Office Action rejected Applicant's Claims 1, 3-6 and 8-9 as being obvious in view of US Pat. App. No. 2001/0042043 ("Shear"), Claim 2 as being obvious in view of the combination of Shear and US Pat. No. 5,845,067 ("Porter"), Claims 10-22 and 24-38 as being obvious in view of the combination of Shear and US Pat. No. 6,237,786 ("Ginter").

With this response, Applicant has canceled Claim 5 and amended Claims 1 and 8. Applicant respectfully requests the Examiner to reconsider the pending Claims of the present application in view of the following remarks. Applicant submits that all pending claims are in condition for allowance.

### Claim Objection

Claim 5 was objected to as being of improper dependent form. Applicant has canceled Claim 5.

### The Shear Patent Application

The Office Action relied upon Shear, solely or in combination, to reject the pending claims. Briefly, Shear discloses a rights management system for electronic information stored on portable media. (*See*, Shear: paragraph 3, lines 1-4). In paragraphs 199 and 200 referenced in the Office Action, Shear discloses a provider who prepares a collection of games. The provider also prepares information pertaining to the games, such as name, description, billing rates, maximum number of times or total elapsed time each game may be used prior to registration. Some or all of this information is stored in encrypted form on optical media. The provider may encrypt some or all portions of the games which are also stored on the optical media. (*See*, Shear: paragraph 199). The optical media is distributed to a customer who decides which games they wish to play and contacts the provider. The provider sends the customer authorization information, such as decryption keys, to decrypt the encrypted portion of the selected games. The customer then makes use of the games. (*See*, Shear: paragraph 200, lines 5-17).

Appl. No. 09/663,891  
Amdt. dated November 20, 2006  
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Claim 1

Applicant's amended independent Claim 1 recites maintaining an encrypted first portion of the data product at a first location and maintaining an unencrypted second portion of the data product at a second location that is different from the first location. Claim 1 also recites after confirming the end user's entitlement to the data product, obtaining the encrypted first portion at the second location from the first location, obtaining a decryption key and using the decryption key to decrypt the encrypted first portion. The decrypted first portion and unencrypted second portion are combined and provided to the user at the second location. Claim 1 is not obvious in view of Shear because Shear fails to disclose or suggest all of the recited claim elements.

Specifically, Shear does not disclose maintaining an encrypted first portion of the data product at a first location and maintaining an unencrypted second portion of the data product at a second location that is different from the first location. In contrast, Shear discloses providing the collection of games and information pertaining to the games, such as name, description, billing rates, together at the same location namely, on the optical media. (See, Shear: paragraph 199). Additionally, Shear does not disclose after confirming the end user's entitlement to the data product, obtaining the encrypted first portion at the second location from the first location, obtaining a decryption key and using the decryption key to decrypt the encrypted first portion. Rather, Shear discloses the customer obtaining authorization information, such as the decryption key for the encrypted portion of the selected games. (See, Shear: paragraph 200, lines 5-17). That is, Shear does not disclose or suggest obtaining the encrypted first portion of the data product at the second location from the first location; dissimilarly, the optical medium of Shear already holds encrypted and unencrypted portions of the data product (games). Shear merely provides the recited decryption key not the encrypted first portion of the data product to the second location where the end user is located.

Furthermore, Shear does not disclose combining the decrypted first portion and the unencrypted second portion at the second location. As indicated above, the encrypted and unencrypted portions of the games and information about the games in Shear are combined on the optical medium prior to being delivered to the user at the second location. The Office Action cited paragraph 326 of Shear for motivation for combining the portions of the data products. However, Shear does not provide such motivation, because Shear merely discloses combining usage rights at the end user's location not combining portions of the games.

Appl. No. 09/663,891  
Amdt. dated November 20, 2006  
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For at least the above reasons, Claim 1 is not obvious in view of Shear. Thus, independent Claim 1 is in condition for allowance.

Claim 8

Applicant's independent Claim 8 recites an authorization server at a first location having the first portion of the data product and data distribution terminals at locations different from the first location having the second portion of the data product. The first portion of the data product does not include information to enable encrypted data to be decrypted. Claim 8 also recites that the data distribution program provides the copy of the data product by combining the copy of the first portion obtained from the authorization server with the copy of the second portion obtained at the distribution terminal. Shear fails to disclose or suggest these claim elements.

Specifically, Shear does not disclose an authorization server at a first location having the first portion of the data product and data distribution terminals at locations different from the first location having the second portion of the data product. As discussed above, Shear discloses providing the collection of games and information pertaining to the games together at the same location namely, on the optical media. (*See*, Shear: paragraph 199). Applicant respectfully points out that the first portion of the data product is not the authorization information, such as the decryption key, disclosed in Shear. The recited first portion of the data product does not include information to enable encrypted data to be decrypted which is in direct contrast to the authorization information of Shear. Rather, the first portion of the data product would correspond with a portion of the game or game information of Shear.

Furthermore, Shear does not disclose that the data distribution program provides the copy of the data product by combining the copy of the first portion obtained from the authorization server with the copy of the second portion obtained at the distribution terminal. As indicated above, the first and second portions of the games in Shear are combined on the optical medium prior to being at the location of the user. The Office Action cited paragraph 326 of Shear for motivation for combining the portions of the data products. However, Shear discloses combining usage rights, not combining portions of the data product at the location of the user.

For at least these reasons, Claim 8 is not obvious in view of Shear. Thus, independent Claim 8 is in condition for allowance.

Appl. No. 09/663,891  
Amdt. dated November 20, 2006  
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Claim 10

Applicant's independent Claim 10 recites maintaining the first portion of the data product at the first location and maintaining the second portion of the data product at the second location different from the first location. Claim 10 also recites that the encrypted first portion is sent to the second location where the end user is located and the first and second portions are recorded onto the storage medium. The combination of Shear and Ginter fails to disclose or suggest all of these claim elements.

Specifically, Shear does not disclose maintaining the first portion of the data product at the first location and maintaining the second portion of the data product at the second location that is different from the first location. In contrast, Shear discloses providing the collection of games and information pertaining to the games together at the same location namely, on the optical media. (*See*, Shear: paragraph 199). Additionally, Shear does not disclose that the encrypted first portion is sent to the second location where the end user is located. Rather, Shear discloses sending the authorized customer information, such as the decryption key for the encrypted portion of the selected games. (*See*, Shear: paragraph 200, lines 5-17). That is, Shear does not obtain the encrypted first portion of the data product at the second location from the first location; dissimilarly, the optical medium of Shear already holds encrypted and unencrypted portions of the games. Applicant respectfully points out that the first portion of the data product is not the authorization information, such as the decryption key, disclosed in Shear. Rather, the first portion of the data product would correspond with a portion of the game in Shear. Shear merely sends the recited decryption key not the portion of the data product. Furthermore, Shear does not disclose that the first and second portions are recorded onto the storage medium at the second location where the end user is location. Rather, the portions of the games and the game information are recorded on the optical medium prior to being delivered to the end user.

The office action relied on Ginter for disclosing a third party has the appropriate decryption key to gain access to the data product. (*See*, Office Action: page 7). Ginter fails to disclose or suggest the above recited claim elements of the two separate portions of the data product at different locations and the encrypted first portion and unencrypted second portion. Rather, Ginter discloses a repository for storing entire data products not the recited two portions at different locations. (*See*, Ginter: column 297: lines 55-56).

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Appl. No. 09/663,891  
Amtd. dated November 20, 2006  
Request for continued examination following final Office action of August 23, 2006

For at least these reasons, Claim 10 is not obvious in view of the combination of Shear and Ginter. Thus, independent Claim 10 is in condition for allowance.

Claim 24

Claim 24 recites maintaining the first portion of the data product at the first location and maintaining the second portion of the data product at the second location. Claim 10 also recites that the encrypted first portion is sent to the second location where the end user is located and the first and second portions are recorded onto the storage medium. For similar reasons as discussed in conjunction with Claim 10, the combination of Shear and Ginter fails to disclose or suggest these claim elements. Thus, independent Claim 24 is in condition for allowance.

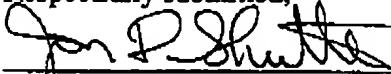
Applicant's dependent Claims 2-4, 6, 9, 11-23 and 25-39

Applicant's dependent Claims 2-4, 6, 9, 11-23 and 25-39 are allowable at least for the reason that they depend upon allowable base claims. In addition, these claims include features that are not disclosed by the cited references.

Conclusion

With the present response, all the issues in the final Office Action mailed August 23, 2006 have been addressed. Applicant submits that the present application has been placed in condition for allowance. If any issues remain, the Examiner is requested to call the undersigned at the telephone number indicated below.

Respectfully submitted,

  
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